Case 3:16-cv-02541-CAB-JLB Document 1-5 Filed 10/11/16 Pages Ds 29CCP age 1 of 1 DocuSign Envelope ID: 199F81CE-B768-44DF-990B-38CB96DC179C

This is a copy view of the Authorative Copy held by the designated custodian

CERTIFIED COPY OF RESOLUTIONS

"RESOLVED, that the Loan and Security Agreement (hereinafter "Agreement") dated 9/18/2015 between Skymedicus Inc., a Indiana corporation ("Borrower") and MyBusinessLoan.com, LLC ("Lender") and all other agreements and documents connected therewith be, and the same hereby are, approved on the terms and conditions as forth therein:

'RESOLVED, that an irrevocable Power of Attorney is hereby granted to LENDER or any person designated by LENDER, its special attorney in fact, or agent, with power to: (a) receive, take, endorse, assign, deliver, accept and deposit, in the name of Lender or Borrower, any and all cash, checks, commercial paper, drafts, remittances and other instruments and documents relating to the Collateral or the proceeds thereof, (b) take or bring, in the name of Lender or Borrower, all steps, actions, suits or proceedings deemed by Lender necessary or desirable to effect collection of or other realization upon the accounts and other Collateral, (c) after an Event of Default, change the address for delivery of mail to Borrower and to receive and open mail addressed to Borrower, (d) after an Event of Default, extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all accounts or other Collateral which includes a monetary obligation and discharge or release any account debtor or other obligor, without affecting any of the Obligations, and (e) execute in the name of Borrower and file against Borrower in favor of Lender financing statements or amendments with respect to the Collateral, and (f) pay any sums necessary to discharge any lien or encumbrance which is senior to Lender's security interest in the Collateral, which sums shall be included as obligations hereunder, and in connection with which sums the Late Charge shall accrue and shall be due and payable, and to (g) initiate electronic debit and/or credit entries through any electronic clearinghouse or other system for presentment including, but not limited to Electronic Check Presentment and ACH systems to or from the Depository or any deposit (or other) account maintained by Borrower wherever located.

"RESOLVED, that any officer or officers of the Borrower whose name(s) is/are listed below is/are hereby authorized and directed to negotiate, agree upon, execute and deliver, from time to time, in the name of and behalf of the Borrower, such agreements, amendments, addendum, schedules of assignment, account transmittals, documents, instruments, certificates, financing statements, notices and further assurances, and to perform any and all such acts and things as may be required by LENDER in connection with said agreement or any other agreement or document connected therewith, or may to him/her/them seem necessary and proper to implement complete consummation of said agreement or any other agreement or document connected therewith, in all respects and to implement the purposes set forth in these resolutions;

"RESOLVED, that the Borrower grant LENDER the authority to endorse its name to checks, drafts and other instruments payable to the Borrower and to receive cash therefore from any and all Customers of the Borrower and to endorse checks and drafts payable to the undersigned for deposit to the account of LENDER or to any other account at any financial institution or bank which LENDER may designate, and to retain such deposited funds or draw checks against same as may be determined by LENDER."

"RESOLVED, that the undersigned agree that no revocation of this authorization shall be binding until all Obligations of the undersigned to LENDER are satisfied in full, and written notice of revocation thereof has been actually received by LENDER's designated financial institution or bank, signed jointly by the undersigned and LENDER. Such revocation shall in all events be effective only for items received subsequent to such mutually executed notification. Any written revocation not signed jointly by the undersigned and LENDER shall have no force and effect.'

'RESOLVED, that the following named persons are Officers, Shareholders and/or Directors for the Borrower and are authorized to execute a written authorization in favor of LENDER:

NAME TITLE Mark Reder Vice President/ Secretary Amy Holcomb President

and the certification by the Secretary of the undersigned as to said persons shall be binding upon the Borrower.

"RESOLVED, that these resolutions shall remain in full force and effect until written notice of their amendment or repeal shall be received by LENDER and until all indebtedness and obligations arising out of said agreement and all other agreements and documents connected therewith shall have been paid and satisfied in full."

The undersigned, as the duly constituted Secretary of the Borrower does hereby certify that the foregoing is a true and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of the Borrower, duly called, noticed and held on 9/18/2015 which meeting there was at all times present and acting a quorum of the members of said Board of Directors, that said resolutions are in full force and effect; and that the following is a true and correct list of the present officers of the Borrower.

By:

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Name: Title:

Mark Reder Secretary

EXHIBIT D